

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: June 2, 2010

Subject: Hunts Lane/UPRR Grade Separation Project Utility Relocations

Recommendation:* Approve Amendment No. 1 to letter agreement No. C10154 with Southern California Edison in an amount of \$542,000, increasing the total contract amount from \$495,000 to \$1,037,000 for costs of relocating existing Southern California Edison electrical facilities required for construction of the Hunts Lane/UPRR Grade Separation Project.

Background: This is an amendment to an existing agreement. SANBAG is finalizing the Plans, Specifications, and Estimates (PS&E) phase of the Hunts Lane grade separation over Union Pacific Rail Road (UPRR) in the Cities of Colton and San Bernardino. Several existing utilities within Hunts Lane will need to be relocated, including overhead and underground electrical facilities owned and operated by Southern California Edison (SCE). SCE has established prior rights for their underground electrical facilities in the form of existing easements which is the reason the cost of underground relocations is to be borne by the project. The project will provide additional underground conduits and utility vaults for SCE's underground relocation as part of the construction of the project, and SCE will perform work to energize the relocated system and tie into existing energized structures. Staff has worked closely with SCE to develop acceptable relocation plans and determine responsibilities for construction costs associated with the proposed relocations.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

In December 2009, the Board approved letter agreement No. C10154 with SCE in an amount not to exceed \$495,000, which included \$463,000 for the differential costs associated with SCE designing, manufacturing and erecting Tubular Steel Poles necessary for the proposed overhead electric relocations, plus a \$32,000 contingency. As the project has progressed, it has been determined that undergrounding the electrical lines near the bridge is the most prudent alternative. Therefore, this subject amendment is in the form of a letter agreement prepared by SCE that identifies the scope of work for all SCE utility relocation work including the undergrounding; a breakdown of the scope of utility relocation work to be performed by SCE and by SANBAG's construction contractor; and an estimate of the relocation costs to be borne by the project and deposited with SCE before relocation plans can be approved and relocation work can be scheduled. The letter agreement identifies a total estimated cost to the project of \$1,005,000, of which SCE acknowledges receipt of \$463,000 from SANBAG on December 23, 2009. The requested amount of \$542,000 for this amendment represents the estimated cost for SCE forces to perform work on the underground electrical relocations. No additional contingency amount is included.

The total amount for underground relocations (\$542,000) in the subject amendment is only an estimate of SCE's relocation costs for underground relocation work and is considered to be a deposit. If after relocation work is complete SCE's actual costs are less than the estimated costs, SANBAG will be due a refund. Likewise, if SCE's actual costs are more than the estimated costs, SCE will invoice SANBAG for the difference following completion of the relocation work.

- Financial Impact:*** The action has no impact on the 2009/10 Fiscal Year Budget since payment on the contract amendment will not be made until the 2010/2011 Fiscal Year.
- Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the subject agreement as to form.
- Responsible Staff:*** Garry Cohoe, Director of Freeway Construction


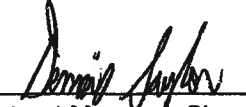


SANBAG Contract No. C10154-01
by and between
San Bernardino County Transportation Authority
and
Southern California Edison
for
Utility Relocations

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # Vendor ID <u>SCE</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>463,000</u>		Previous Amendments \$ ____				
		Previous Amendments \$ ____				
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ <u>32,000</u>		Current Amendment: \$ <u>542,000</u>				
		Current Amendment Contingency / Allowance: \$ ____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►			\$ <u>1,037,000.00</u>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>870</u>	<u>640</u>	<u>638</u>	<u>53750</u>	<u>21104</u>	<u>TCRP</u>	<u>\$ 542,000</u>
Original Board Approved Contract Date: <u>12/2/09</u>				Contract Start: <u>12/3/09</u>		Contract End: <u>12/31/12</u>
New Amend. Approval (Board) Date: <u>6/2/10</u>				Amend. Start: <u>6/2/10</u>		Amend. End: <u>12/31/12</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>0</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		<u>\$ 542,000</u>
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. ____ (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT

Check all applicable boxes:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)		<input type="checkbox"/> Underutilized DBE (UDBE)	
Task Manager: Garry Cohoe		Contract Manager: Dennis Saylor	

 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	 Chief Financial Officer Signature

Date: 5/19/10 Date: 5/19/10
 Date: 5/25/10 Date: 5/25/10

RECEIVED

MAR 08 2010

**SAN BERNARDINO
ASSOCIATED GOVTS**

Albert Ramirez
Project Manager
Transmission Project
Management

February 25, 2010

San Bernardino County Transportation Authority (SANBAG)
C/o Mr. Garry Cohoe, Director Freeway Construction
1170 W. Third Street, 2nd Floor
San Bernardino, CA 91799

SUBJECT: Relocate Existing Overhead and Underground Southern California Edison Facilities for the Hunts Lane Grade Separation Project
San Bernardino-Vista-Del Rosa 66kV Transmission Line
Hunts Lane between Commercial Road and Oliver Holmes Road, Cities of San Bernardino and Colton
CRE File No. REL08204693 and WBS File No. WEP-00631

Southern California Edison (SCE) has reviewed your request to provide a cost estimate for the billable portion of this grade separation project. This cost estimate includes the cost of four 75 foot site specific, bolt based tubular steel poles (received \$463K on 12/23/09 to order poles), the relocation of our existing underground distribution system from the east side of Hunts Lane to the west side of Hunts Lane, and work needed to secure SCE easements and a Joint Use Agreement.

This relocation project impacts SCE's San Bernardino-Vista-Del Rosa and Vista-Del Rosa 66kV transmission lines, SCE's Allstate and Urbita 12kV distribution lines, and SCE's telecommunication line, which are located on the east side of Hunts Lane between Commercial Road and Oliver Holmes Road, in the cities of San Bernardino and Colton. Our file identification number is WEP-00631. In order to accommodate your request, SCE's facilities will be modified as follows:

SCE's transmission facilities will be relocated from the east side of Hunts Lane to the west side of Hunts Lane. This relocation cost will be borne by SCE with the exception of the cost delta between four tubular steel poles (TSP's) and wood poles with guying. SCE's transmission crews will perform the following work:

- Install four 75 foot site specific, bolt based tubular steel poles
- Install eight 75 foot light weight steel poles
- Install two 40 foot wood poles for guying
- Install two span guys, two down guys, and two anchors, and approximately 13,500 circuit feet of overhead transmission conductors
- Splice, make-up, and energize the new overhead systems
- Remove ten existing wood poles, including one guy stub pole (removal of the poles will take place after all utilities have transferred off)

- Remove one span guy, one down guy, and one anchor, and approximately 12,600 circuit feet of existing overhead conductors and attached insulators

SCE's existing overhead distribution facilities will be relocated from the east side of Hunts Lane to the west side of Hunts Lane. The cost to relocate these existing facilities will be borne by SCE. SCE's distribution crews will perform the following work:

- Install 12 ten foot cross arms on poles set by our transmission crews
- Install four 12kV insulators on each cross arm
- Install approximately 9,000 circuit feet of overhead distribution conductors
- Splice, make-up, and energize the new overhead conductors
- Remove 13 ten foot wood cross arms and one 45 foot wood pole
- Remove one five inch PVC riser
- Remove one 15KVA overhead transformer
- Remove approximately 5,300 circuit feet of existing overhead conductors and attached insulators

SCE's existing underground distribution facilities will be relocated from the east side of Hunts Lane to the west side of Hunts Lane. The cost to relocate these existing facilities will be borne by SANBAG. SANBAG will be responsible to purchase the conduit and structures (except for the existing energized structures that will be changed out to larger structures) and perform the following work:

- Install one 7 foot by 14 foot by 8 foot vault
- Install one 4 foot by 5 foot traffic rated vault cover
- Install one vault ladder
- Install two 10 inch vent-stand pipes
- Install 20 feet of 10 inch vent pipe
- Install approximately 4,600 feet of five inch conduit

SCE's distribution crews will perform the following work for the new underground system:

- Install two five inch PVC risers
- Install two 10 foot cross arms
- Install approximately 1,330 feet of three-one conductor 750 jacketed cable with a neutral
- Install approximately 650 feet of three-one conductor 1/0 jacketed cable with a neutral
- Install one 7 foot by 14 foot by 8 foot intercept vault and change out the energized components from the existing sub-operable enclosure structure

Albert Ramirez
Project Manager
Transmission Project
Management

- Install one 3 foot by 5 foot by 4 foot intercept pull box to connect the new system to the existing energized system
- Splice and make-up the new underground cable
- Energize the new underground system
- Remove the existing cable and components from the old system

SCE's existing overhead telecommunication facilities will be relocated from the east side of Hunts Lane to the west side of Hunts Lane. The cost to relocate these existing facilities will be borne by SCE. SCE's telecommunication crews will perform the following work:

- Install 12 five foot cross arms on poles set by our transmission crews
- Install approximately 9,000 feet of new fiber optic cable
- Splice and test the new overhead cable
- Remove approximately 5,300 feet of existing overhead cable
- Remove 10 five foot cross arms on the existing poles

The estimated cost for the billable portion of this project is \$1,005,000 (One million five thousand dollars), which does not include Income Tax Component of Contribution (ITCC).

SCE acknowledges receipt of \$463,000 to acquire four 75 foot site specific, bolt based tubular steel poles; therefore the balance due at this time is \$542,000 (Five hundred and forty two thousand dollars).

Please ensure that the check is made payable to Southern California Edison Company and forward to me at the address shown below. Please identify your check with our WBS file number, WEP-00631.

This estimate is provided using the 97%, not for construction, submittal plans SCE received from SANBAG's design consultant, Moffatt & Nichol, on July 17, 2009. Any changes in the final approved plans could lead to re-engineering, additional costs, and possible delays on the start of construction.

This cost estimate is only for the joint relocation portion of this project, as described above. Street lights, pedestals, service work orders, or any other SCE work orders are not part of this estimate, and will be provided by other SCE department(s). Other projects than the relocation project identified above will include conduit or structures as needed for those separate projects.

SCE will require replacement rights for the relocation of our existing underground distribution facilities. Upon receipt of the funds, the signed acknowledgement set forth below, the required Permits, and easements for the relocation of facilities, this project will be released for construction. SCE will require 90 days to order material and schedule crews.

Albert Ramirez
Project Manager
Transmission Project
Management

Please note that the preliminary cost estimate presented in this letter is based on conceptual engineering and system unit costs. The costs are subject to change based on the final design and actual material costs. All prices quoted or written are applicable for 90 days from receipt of this letter.

Upon completion of the installation and closure of the subject work orders, the originally estimated cost will be reconciled to actual costs. At that time, the necessary billing adjustments will be made.

Please provide the Tax I.D. Number for SANBAG. SCE must have this number in order to issue a refund check at the end of the project if one is necessary.

Therefore, at the completion of the project, the customer will be sent a final invoice and be billed or refunded any difference covering the actual cost of the project. Please allow approximately one year after job completion for the final invoice to be prepared. Any amount owed by the customer to SCE at the completion of the project shall be due no later than 30 days after receipt of the final invoice.

This completed cost estimate has been calculated and presented to SANBAG without an Income Tax Component of Contribution (ITCC). In the event the Internal Revenue Service (IRS) state, city and/or local government taxing authority determines that this project is taxable, SANBAG will reimburse the Southern California Edison Company for the full amount of the tax liability determined by the IRS, state, city and/or local government authority, plus interest, penalties, fees, and related cost. Such amounts will be paid to Edison within 60 days after notification of such event by Edison to SANBAG. By execution of this document, SANBAG hereby acknowledges that this project is funded by SANBAG.

Please acknowledge your understanding of SCE's relocation and billing process, as stated above, by having the appropriate city official sign and return the executed letter.

If there are any delays or this project is canceled, please notify me immediately at 951-492-1313.

Sincerely,



Albert Ramirez
Project Manager
Transmission Project Management

Albert Ramirez
Project Manager
Transmission Project
Management

**I ACKNOWLEDGE AND AGREE TO THE ABOVE REFERENCED INDEMNITY
AND SCE'S BILLING PROCESS AS A DULY AUTHORIZED REPRESENTATIVE
OF SANBAG**

By: _____ Date: _____
Signature - SANBAG official

Paul M. Eaton _____ Title: President, Board of Directors
Print Name

Tax I. D. Number: _____

Enclosure

cc: Eddie Escamilla
Jim Commerford
Jim Lee
Roy Rojas
Barbara Miljkovic
Mike Maxwell
File

Doug Holloway
Mike Beard
Mark Meizner
Jose Valdez
Amir Shaterian
Rhiannon Minor

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 14

Date: June 2, 2010

Subject: Railroad Grade Separation Project at Vineyard Avenue in the City of Ontario

Recommendation:* Approve Cooperative Agreement No. C10094 with the City of Ontario for Plans, Specifications, and Estimates (PS&E) Services for a Rail-Highway Grade Separation Project at Vineyard Avenue in an amount limiting SANBAG's contribution to \$2,436,000.

Background: **This is a new cooperative agreement.** In June 2008, SANBAG and the City of Ontario entered into Cooperative Agreement No. C08194 for the Project Approval/Environmental Document (PA/ED) phase of project development for the Vineyard Avenue Grade Separation Project. The City then hired a consultant firm to prepare a project report and provide documentation needed for environmental clearance of the project. With the PA/ED phase nearing completion, the City and SANBAG negotiated the subject Cooperative Agreement No. C10094 to identify the roles and responsibilities of the two agencies in developing and funding the PS&E phase of the project, in which the City of Ontario is the lead agency.

The cost of developing PS&E for the Vineyard Avenue Grade Separation Project is estimated at \$3,045,000. The subject cooperative agreement provides that SANBAG and the City will share in the funding

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

responsibility with SANBAG contributing eighty percent (80%), or \$2,436,000, and the City of Ontario contributing twenty percent (20%), or \$609,000. A copy of the cooperative agreement is attached.

The Major Projects Committee approved this item on May 13, 2010 based on a statement in the Financial Impact section of the MPC agenda that this action has no impact on the current 2009/2010 Fiscal Year Budget since payments on the contract will not be made until after the start of the 2010/2011 Fiscal Year. Although the City of Ontario is not expected to submit invoices until next fiscal year, general accounting principles require that costs be accrued in the fiscal year in which they occur. For this reason, the Chief Financial Officer requested a revision to the Financial Impact section to reflect that this action is consistent with the 2009/2010 Fiscal Year Budget

Financial Impact: This action is consistent with the 2009/10 Fiscal Year Budget with \$100,000 of Measure I Valley Major Projects Funds available for this contract under Task 87710000.

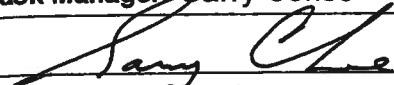
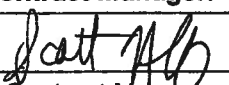

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the draft agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. **C10094**
by and between **SANBAG** and **City of Ontario**
for **Vineyard Ave Separation Plans Spec and Estimates (PS&E) Services**

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original			
<input type="checkbox"/> Receivable	Vendor ID: <u>ONTARIO</u>	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>3,356,000</u>		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ _____		Current Amendment: \$ _____				
		Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>2,436,000</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0877</u>	<u>610</u>	<u>000</u>	<u>52005</u>	<u>99043</u>	<u>New Measure I VMS</u>	<u>\$ 2,336,000</u>
<u>0877</u>	<u>610</u>	<u>000</u>	<u>52005</u>	<u>99006</u>	<u>Measure I Major Valley Projects</u>	<u>\$ 100,000</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>6/2/10</u>				Contract Start: <u>6/2/10</u>		Contract End: <u>6/2/15</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: 2009/2010 \$ <u>100,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>2,336,000</u>
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 877 (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

Task Manager: <u>Garry Cohoe</u>		Contract Manager: <u>Scott Neff</u>	
 Task Manager Signature	<u>5/24/10</u> Date	 Contract Manager Signature	<u>5/17/10</u> Date
 Chief Financial Officer Signature	<u>5/25/16</u> Date		

PROJECT FUNDING AGREEMENT NO. C10094

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

Plans, Specifications and Estimates (PS&E) Services for a Rail-Highway Grade Separation Project at Vineyard Avenue and the Union Pacific Railroad Alhambra Line in the City of Ontario

THIS AGREEMENT is made and entered into this 2nd day of June, 2010 by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Ontario (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Expenditure Plan, the SANBAG Nexus Study, and planning conducted by the rural Mountain/Desert subareas identified freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Project Funding Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, CITY wishes to be the lead agency on the PS&E phase of the rail-highway grade separation project at Vineyard Avenue and the Union Pacific Railroad Alhambra Line (hereinafter referred to as the "PROJECT"); and

WHEREAS, SANBAG has determined that this PROJECT and expenditure phase are included in the SANBAG Nexus Study or in a project list approved by the SANBAG Mountain/Desert Committee and are eligible to receive Measure I 2010-2040 funds; and

WHEREAS, SANBAG and CITY are entering into this Agreement with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures with Measure I 2010-2040 funds;

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed \$2,436,000, which represents 80% of estimated costs for the PROJECT as stated in Attachment A. Amendments to this reimbursement amount may be made by mutual agreement between SANBAG and CITY.
2. To reimburse CITY, subject to Article 1 of this Section I, on a monthly basis and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information.
3. To rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws when conducting an audit of the costs claimed under the provisions of this Agreement. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement. CITY agrees that it will only request reimbursement for eligible PROJECT-specific work activities.
2. To abide by all SANBAG, State and, if applicable, Federal policies, regulations, and procedures pertaining to the PROJECT, including policies pertaining to the PROJECT in the Measure I 2010-2040 Strategic Plan.
3. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to the requirements specified in Attachment A. CITY further agrees and

understands that SANBAG will not reimburse CITY for any PROJECT expenditures that are not described in the PROJECT-specific work activities.

4. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse undisputed moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. That the 20% share of funding for which CITY is responsible will come from CITY's development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program – CMP) and Appendix J of the CMP or from a loan of funds to the CITY's development impact fee account.
6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation (based on an approved indirect cost allocation plan), and other allowable expenditures by CITY.
8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
9. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

10. To include SANBAG in Project Development Team (PDT) meetings and related communications on project progress and to provide at least quarterly schedule updates to SANBAG.
11. To post signs when PROJECT begins construction on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and CITY of Ontario.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed 80% of eligible expenditures as listed in Attachment A.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. Neither City nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully, defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by SANBAG under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.
4. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness as are now outstanding or as may hereafter be issued by SANBAG.

5. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event contracts for the project work described in Attachment A have not been let by CITY within twelve (12) months of the date of execution of this Agreement and if CITY fails to diligently proceed with the project work.
6. That the terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

**San Bernardino County
Transportation Authority**

By: _____
Paul Eaton
President, SANBAG Board of
Directors

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

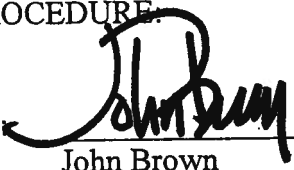
Date: _____

City of Ontario

By: _____
Chris Hughes
City Manager

Date: April 20, 2010

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
John Brown
City Attorney

Date: 4/5/10

Attachment A

Vineyard Ave Grade Separation

Project Scope and Cost

Proposed Project Work:

Preparation of Plans, Specifications and Estimates (PS&E) for the rail-highway grade separation at Vineyard Avenue and the Union Pacific Railroad Alhambra Line in the City of Ontario.

Summary of Project Costs (Estimate):

PS&E services = \$3,045,000.00

Total SANBAG Public Share (80%) = \$2,436,000

Total City of Ontario Development Share (20%) = \$609,000

Total Project Cost \$3,045,000.00

Summary of Project Schedule (Estimate):

Begin PS&E Phase: May 2010

End PS&E Phase: June 2012

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 15

Date: June 2, 2010

Subject: Railroad Grade Separation Project at S. Milliken Avenue in the City of Ontario

Recommendation:* Approve Cooperative Agreement No. C10093 with the City of Ontario for Plans, Specifications, and Estimates (PS&E) Services for a Rail-Highway Grade Separation Project at S. Milliken Avenue in an amount limiting SANBAG's contribution to \$3,356,000.

Background: This is a new cooperative agreement.

In June 2008, SANBAG and the City of Ontario entered into Cooperative Agreement No. C08192 for the Project Approval/Environmental Document (PA/ED) phase of project development for the S. Milliken Avenue Grade Separation Project. The City then hired a consultant firm to prepare a project report and provide documentation needed for environmental clearance of the project. With the PA/ED phase nearing completion, the City and SANBAG negotiated the subject Cooperative Agreement No. C10093 to identify the roles and responsibilities of the two agencies in developing and funding the PS&E phase of the project, in which the City of Ontario is the lead agency.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The cost of developing PS&E for the S. Milliken Avenue Grade Separation Project is estimated at \$4,195,000. The subject cooperative agreement provides that SANBAG and the City will share in the funding responsibility with SANBAG contributing eighty percent (80%), or \$3,356,000, and the City of Ontario contributing twenty percent (20%), or \$839,000. A copy of the cooperative agreement is attached.

The Major Projects Committee approved this item on May 13, 2010 based on a statement in the Financial Impact section of the MPC agenda that this action has no impact on the current 2009/2010 Fiscal Year Budget since payments on the contract will not be made until after the start of the 2010/2011 Fiscal Year. Although the City of Ontario is not expected to submit invoices until next fiscal year, general accounting principles require that costs be accrued in the fiscal year in which they occur. For this reason, the Chief Financial Officer requested a revision to the Financial Impact section to reflect that this action is consistent with the 2009/2010 Fiscal Year Budget

Financial Impact: This action is consistent with the 2009/10 Fiscal Year Budget with \$100,000 of Measure I Valley Major Projects Funds available for this contract under Task 87610000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the subject agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. **C10093**
by and between SANBAG and City of Ontario
for S. Milliken Grade Separation Plans Spec and Estimates (PS&E) Services

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID: <u>ONTARIO</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment				
Notes:							
Original Contract: \$ <u>3,356,000</u>		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total:					
Contingency / Allowance Amount \$ _____		Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____					
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►			\$ <u>3,356,000</u>				
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
0876	610	000	52005	99043	New Measure I VMS	\$ <u>3,256,000</u>	
0876	610	000	52005	99006	Measure I Valley Major Projects	\$ <u>100,000</u>	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
Original Board Approved Contract Date: <u>6/2/10</u>				Contract Start: <u>6/2/10</u>		Contract End: <u>6/2/15</u>	
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: 2009/2010 \$ <u>100,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>3,256,000</u>	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. 876 (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

Task Manager: Garry Cohoe	Contract Manager: Scott Neff
 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	Date: <u>5/24/10</u> Date: <u>5/25/10</u>

PROJECT FUNDING AGREEMENT NO. C10093

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

Plans, Specifications and Estimates (PS&E) Services for a Rail-Highway Grade Separation Project at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario

THIS AGREEMENT is made and entered into this 2nd day of June, 2010 by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Ontario (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Expenditure Plan, the SANBAG Nexus Study, and planning conducted by the rural Mountain/Desert subareas identified freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Project Funding Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, SANBAG has determined that this PROJECT and expenditure phase are included in the SANBAG Nexus Study or in a project list approved by the SANBAG Mountain/Desert Committee and are eligible to receive Measure I 2010-2040 funds; and

WHEREAS, CITY wishes to be the lead agency on the PS&E phase of the rail-highway grade separation project at Milliken Avenue and the Union Pacific Railroad Los Angeles Line (hereinafter referred to at the "PROJECT"); and

WHEREAS, SANBAG and CITY are entering into this Agreement with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures with Measure I 2010-2040 funds;

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed \$3,356,000, which represents 80% of estimated costs for the PROJECT as stated in Attachment A. Amendments to this reimbursement amount may be made by mutual agreement between SANBAG and CITY.
2. To reimburse CITY, subject to Article 1 of this Section I, on a monthly basis and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information.
3. To rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws when conducting an audit of the costs claimed under the provisions of this Agreement. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement. CITY agrees that it will only request reimbursement for eligible PROJECT-specific work activities.
2. To abide by all SANBAG, State and, if applicable, Federal policies, regulations, and procedures pertaining to the PROJECT, including policies pertaining to the PROJECT in the Measure I 2010-2040 Strategic Plan.
3. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to the requirements specified in Attachment A. CITY further agrees and understands that SANBAG will not reimburse CITY for any PROJECT expenditures that are not described in the PROJECT-specific work activities.

4. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse undisputed moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. That the 20% share of funding for which CITY is responsible will come from CITY's development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program – CMP) and Appendix J of the CMP or from a loan of funds to the CITY's development impact fee account.
6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation (based on an approved indirect cost allocation plan), and other allowable expenditures by CITY.
8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
9. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

10. To include SANBAG in Project Development Team (PDT) meetings and related communications on project progress and to provide at least quarterly schedule updates to SANBAG.
11. To post signs when PROJECT begins construction on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and CITY of Ontario.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed 80% of eligible expenditures as listed in Attachment A.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. Neither CITY nor any officer or employee thereof is responsible for any injury damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully, defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by SANBAG under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.
4. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness as are now outstanding or as may hereafter be issued by SANBAG.

5. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event contracts for the project work described in Attachment A have not been let by CITY within twelve (12) months of the date of execution of this Agreement and if CITY fails to diligently proceed with the project work.
6. That the terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

**San Bernardino County
Transportation Authority**

By: _____
Paul Eaton
President, SANBAG Board of
Directors

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

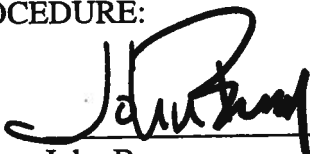
Date: _____

City of Ontario

By: _____
Chris Hughes
City Manager

Date: April 20, 2010

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
John Brown
City Attorney

Date: 4/5/10

Attachment A
S. Milliken Grade Separation
Project Scope and Cost

Proposed Project Work:

Preparation of Plans, Specifications and Estimates (PS&E) for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario.

Summary of Project Costs (Estimate):

PS&E services = \$4,195,000.00

Total SANBAG Public Share (80%) = \$3,356,000

Total City of Ontario Development Share (20%) = \$839,000

Total Project Cost: \$4,195,000.00

Summary of Project Schedule (Estimate):

Begin PS&E Phase: May 2010

End PS&E Phase: June 2010

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

Date: June 2, 2010

Subject: State Route 210 (SR-210) Landscape Construction Projects (Segments 8 thru 11)

Recommendation:* Approve Professional Services Contract No. C10183 with Hernandez, Kroone and Associates for Construction Management Services for SR-210 Landscape Construction Projects (Segments 8 thru 11) in an amount not to exceed \$3,576,641.

Background: **This is a new contract.** In March 2010, SANBAG Board approved the release of a Request for Proposals (RFP) seeking a highly qualified consulting firm to provide construction management services for construction of four landscape construction projects along SR-210 in the Cities of Fontana, Rialto and San Bernardino. Despite outreach efforts following release of the RFP, staff received only two (2) proposals from TCM Group and Hernandez, Kroone & Associates (HKA).

Staff assembled a selection panel consisting of members from the City of Rialto, the City of San Bernardino, Caltrans, and SANBAG staff. Following review of the two proposals, the panel members determined that both firms submitting proposals were well qualified to provide the requested services and each was invited to participate in an interview on Wednesday April 28th. After the interviews, the selection panel deliberated and selected HKA as the better qualified team to provide the services requested in the RFP. Staff met with the HKA team on Tuesday May 4th to begin negotiations on a professional services contract.

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The recommendation brought forward to the May 2010 Major Projects Committee meeting was for a professional services contract with HKA in an amount not to exceed \$4,070,000, which included an estimated fee of \$3,700,000, plus a contingency of \$370,000. Further negotiations between SANBAG and HKA on anticipated project staffing levels have resulted in substantial cost reductions. The final negotiated, not-to-exceed contract amount of \$3,576,641 includes an estimated fee of \$3,251,492 plus a 10% contingency of \$325,149.

Financial Impact: This item is consistent with the 2009/2010 Fiscal Year Budget with \$25,000 in available Measure I funds under Task 82410000 for contract costs through the end of the current Fiscal Year.

Reviewed By: This item was reviewed and recommended for approval (15-1-0; Opposed: Yates), by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the subject professional services agreement as to form.

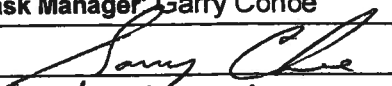
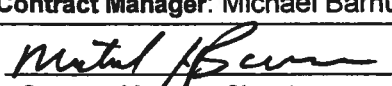
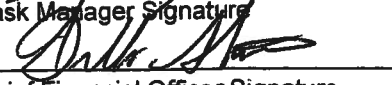
Responsible Staff: Garry Cohoe, Director Freeway Construction

SANBAG Contract No. C10183
by and between
San Bernardino County Transportation Authority
and
Hernandez, Kroone and Associates
for

Construction Management Services for SR210 Landscape Construction Segments 8-11

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract #	Retention:	<input checked="" type="checkbox"/> Original			
<input type="checkbox"/> Receivable	Vendor ID <u>TBD</u>	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>3,251,492</u>		Previous Amendments		\$ <u>0</u>		
		Previous Amendments		\$ <u>0</u>		
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ <u>325,149</u>		Current Amendment:		\$ <u>0</u>		
		Current Amendment Contingency / Allowance:		\$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►				\$ <u>3,576,641</u>		
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0824</u>	<u>650</u>	<u>000</u>	<u>53700</u>	<u>99006</u>	<u>Measure I</u>	<u>\$3,576,641</u>
Original Board Approved Contract Date: <u>6/2/2010</u>				Contract Start: <u>6/2/2010</u>		Contract End: <u>12/31/2015</u>
New Amend. Approval (Board) Date:				Amend. Start:		Amend. End:
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>20,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>3,556,641</u>
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>82410000</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds
<input checked="" type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: <u>Garry Cohoe</u>		Contract Manager: <u>Michael Barnum</u>	
 Task Manager Signature	<u>5/18/10</u> Date	 Contract Manager Signature	<u>5/17/10</u> Date
 Chief Financial Officer Signature	<u>5/19/10</u> Date		

ATTACHMENT “A”

Scope of Services

By and between

**San Bernardino Associated Governments/
San Bernardino County Transportation Authority**

And

Hernandez, Kroone and Associates

To

Provide Construction Management Services

For

SR-210 Landscaping (Segments 8 thru 11)

Within the Cities of Fontana, Rialto and San Bernardino

Contract No. C10183

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. CONSTRUCTION SITE SAFETY
- K. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to manage the construction and plant establishment activities for State Route 210 (SR-210) Segments 8 thru 11 Landscape Construction Projects, the first of which (Segment 8) is anticipated to go out to bid beginning Fall 2010. The remaining three segments (9 thru 11) will each start construction with approximate eight month intervals after the start of construction on the previous segment. Plant establishment activities will begin after completion of the landscape construction activities for each segment and will include a one-year plant establishment period performed by the construction contractor followed by a two-year extended plant establishment to be performed by contracted landscape maintenance forces.

SR-210 Landscape Construction Projects (Segments 8 thru 11)

The SR-210 Landscape Construction Projects (Segments 8 thru 11) propose to provide planting, irrigation and inert groundcover on State Route 210 from west of Sierra Avenue in Fontana to the Little Mountain Drive Undercrossing in the City of San Bernardino. The major project features include pavement widening, retaining wall construction, local street improvements, grading, drainage modifications, signing and striping and traffic handling. SANBAG estimates that construction activities for these projects will last approximately 12 months each, followed by 36 months of plant establishment for each segment. It is anticipated that construction management services contemplated in this Scope of Services will last approximately 72 months from the start of construction on Segment 8 through the completion of plant establishment on Segment 11.

CONSULTANT shall provide qualified construction management and inspection personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Projects.

The SANBAG Contract Manager for this contract will be:

Mr. Garry Cohoe
Director of Freeway Construction

SANBAG has selected Parsons as Program Manager for the Measure I Valley Major Projects. In addition to Parsons' Project and Construction Management staff, SANBAG also employs a full time Construction Manager to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the SANBAG Construction Manager, or his designee. The SANBAG Construction Manager, or his designee, is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the entire construction team. The SANBAG Construction Manager, or his designee, will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific

project responsibilities as needed. The Project Manager and/or Resident Engineer shall be a Landscape Architect registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, all overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in

the special provisions.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineer's files, and associated items in order to verify completeness and consistency throughout the Projects. At a minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, plant adaptability and plant testing specifications, constructability, and consistency between plans and specifications.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, Caltrans, County, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate. CONSULTANT shall record minutes of these meetings and status/track all resulting action items.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project. The activity report shall include status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, Caltrans and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract..
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval , and CCO number, if applicable.

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Landscape Architect, and as many qualified inspectors needed to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, and any affected utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, Caltrans, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to project right-of-way to ensure timely communication regarding construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager through daily briefings, in-person and/or by telephone.

- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the assigned utility inspector.
 - e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents and executed Cooperative Agreement with Caltrans.
 - f. CONSULTANT shall provide all required monitoring, coordination and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall SANBAG construction program.
 - g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SANBAG Construction Manager, or his designee. CONSULTANT shall log and track all submittals and requests.
 - h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
 - i. CONSULTANT shall coordinate the implementation of any changes with the SANBAG Construction Manager, or his designee, and the design engineer.
 - j. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for obtaining Caltrans/City/County approval, as necessary.
 - k. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
5. Construction Inspection
- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
 - b. CONSULTANT shall perform daily on-site observations of the progress and quality of landscape construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

- c. CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SANBAG Construction Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SANBAG's letterhead.
- d. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1. Subgrade inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2. Identifying actual and potential problems associated with the Project and recommending sound solutions. Inspection personnel should be capable of identifying common plant diseases and/or pests together with their respective eradication techniques, directing plant adaptability requirements, and recognizing proper planting and pruning techniques.
 - 3. Schedule sampling and testing of construction materials in accordance with Caltrans procedures.
 - 4. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - 5. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 - 6. Preparing landscape construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as may be required by approving agencies.
 - 7. Assisting in the preparation of as-built plans.

8. Providing inspections for environmental compliance.
9. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
10. Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.
11. Monitoring Contractors' compliance with applicable regulations required by AQMD.
12. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

If required, SANBAG will provide all necessary Project related surveys and construction staking under separate contract. CONSULTANT shall communicate with the Contractor to help ensure timely coordination of staking requests. CONSULTANT shall schedule all necessary construction staking with the SANBAG surveyor.

b. Materials Testing and Geotechnical Services

If required, SANBAG will provide all necessary Project related materials acceptance testing and quality control services under separate contract. Caltrans will perform any quality assurance testing as deemed necessary. CONSULTANT shall coordinate with the Contractor and schedule all materials testing with SANBAG and Caltrans.

c. Public Relations

SANBAG employs full time public relations staff to implement a public awareness program for Route 210 Landscape Construction. CONSULTANT shall cooperate with SANBAG in the dissemination of appropriate Project information. CONSULTANT personnel receiving complaints from the public or other entities shall promptly notify the SANBAG Construction Manager. CONSULTANT shall maintain a log of all complaints and inquiries by the public or other entities. Where appropriate, CONSULTANT shall direct the Contractor to address complaints in a timely manner.

d. Permits

CONSULTANT shall review the project for permit compliance and coordinate with SANBAG, the design engineer/landscape architect, and other SANBAG consultants

to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1. Contract pay item quantities and payments
 - 2. Contract change orders
 - 3. Supplemental work items
 - 4. Agency furnished materials
 - 5. Contingency balance
 - 6. Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
 - 1. Agreed Price
 - 2. Adjustment in compensation to a bid item
 - 3. Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.

- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SANBAG, including irrigation drawings and SWPPP provisions as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings to the extent of CONSULTANT's knowledge.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans, Local Agencies, Contractors, and design engineer/landscape architect.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineer's (or Landscape Architect's)

daily diaries for each segment.

2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction project.
5. Project Completion Report.
6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.
3. SANBAG will provide Class "A" office space, including telephones, desks, chairs, file cabinets, book cases, and one printer, fax and copier machine.

G. STANDARDS

All construction inspection, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Quality Assurance Program Manual
3. Manual of Uniform Traffic Control Devices (MUTCD) and MUTCD California Supplement.
4. Caltrans Standard Specifications and Standard Plans
5. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction only from SANBAG and shall regularly inform only SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. Unless otherwise specifically directed by SANBAG, all oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

J. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

K. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar highway landscape construction projects.
- b. Licensed Professional Civil Engineer, or Licensed Landscape Architect in the State of California. (Note: The Project Manager or the Resident Engineer assigned to this

project MUST be a Licensed Landscape Architect.)

- c. Ability to use typical computer software for word processing and preparing spreadsheets.
- d. Reasonably accessible to SANBAG during normal working hours.
- e. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office). and Caltrans Erosion Control & Highway Planting Standards.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Act as prime CONSULTANT contact between SANBAG and SANBAG's Construction Manager.
- c. Assign personnel to projects on an as-needed basis.
- d. Administer personal leave.
- e. Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar highway landscaping construction projects.
- b. Licensed Professional Civil Engineer, or Licensed Landscape Architect in the State of California. (Note: The Project Manager or the Resident Engineer assigned to this project MUST be a Licensed Landscape Architect.)
- c. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- d. Ability to use typical computer software for word processing and preparing spreadsheets.
- e. Reasonably accessible to SANBAG during normal working hours.
- f. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office). and Caltrans Erosion Control & Highway Planting Standards.
- g. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

- h. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway landscape construction projects.
- i. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- j. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT's Assistant Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility service installations and/or relocations with appropriate agencies and the utility inspector.
- f. Act as prime field contact between SANBAG, SANBAG's Construction Manager or his designee and various project Contractors.

3. Lead Field Inspector

Minimum qualifications shall be as follows:

- a. Eight years (8) construction inspection experience as related to Caltrans or other major highway landscape construction projects or a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction experience.
- b. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of landscape construction materials.
- c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- d. Possess a general understanding of local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) as they relate to highway landscape construction projects.

- e. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.
- f. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication
- g. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- h. Ability to direct the efforts of subordinate inspectors.
- i. Possess a general understanding of Caltrans field and construction office procedures.
- j. Ability to use typical computer programs for word processing and preparing spreadsheets.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction, including commissioning of electrical irrigation controllers and other types of automatic water coverage and monitoring systems.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

Minimum qualifications shall be as follows:

- a. Four (4) years construction inspection experience as related to Caltrans highway landscape projects or other major highway landscape architecture projects..
- b. Possess general knowledge of Caltrans Erosion Control & Highway Planting

Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of landscape construction materials.

- c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Understanding of Caltrans construction methods and practices.
- f. Ability to use typical computer programs for word processing and preparing spreadsheets.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway landscaping construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Perform labor compliance interviews of the Contractors' personnel.

6. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection/office engineering on similar highway landscape construction projects.
- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.

- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.

Attachment “B”

Billing Rate Schedule

By and between

**San Bernardino Associated Governments/
San Bernardino County Transportation Authority**

And

Hernandez, Kroone and Associates

To

Provide Construction Management Services

For

SR-210 Landscaping (Segments 8 thru 11)

Within the Cities of Fontana, Rialto and San Bernardino

Contract No. C10183

ATTACHMENT 'B'

HKA

San Bernardino Associated Governments (SANBAG)

Landscape Segments 8,9,10,11
Construction Management

May 10, 2010

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principle	\$ 75.72	306	\$23,170.32
PM/ Landscape RE	\$ 57.23	5,796	\$331,705.08
Office Engineer (Vali Cooper)	\$ 33.00	0	\$0.00
Inspector # 1	\$ 46.20	6,912	\$319,334.40
Inspector # 2	\$ 40.00	3,527	\$141,080.00
Inspector # 3 (Moote)	\$ 40.00	0	\$0.00
Scheduler (Simplex)	\$ 68.00	0	\$0.00
Labor Compliance (Meadows)	\$ 50.32	0	\$0.00
Storm water Specialist	\$ 42.00	560	\$23,520.00
Project Surveyor	\$ 75.72	8	\$605.76
Party Chief	\$ 49.00	120	\$5,880.00
Chainman	\$ 47.00	120	\$5,640.00
Admin asst.	\$ 20.00	2,340	\$46,800.00
Cadd	\$ 25.00	160	\$4,000.00

Subtotal Hours & Direct Labor Costs	19,849		\$901,735.56
Anticipated Salary Increases			\$73,221.91
Total Direct Labor Costs			\$974,957.47

(1)

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x \$ 974,957.47 = Subtotal \$1,462,436.20 (2)

Subtotal (1)

III. FEE (PROFIT)

9 % x \$ 2,437,393.67 = Subtotal \$219,365.43 (3)

Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage (RE/Inspectors @\$6.25/hr)	16,923 hrs \$105,768.75
Office Complex	\$0.00
	\$0.00

Subtotal \$ \$105,768.75 (4)

V. SUBCONSULTANTS COST

Meadows Consulting (Labor Compliance)	\$47,307.94
Simplex (Scheduler)	\$40,724.69
Ninyo & Moore (Testing Lab)	\$124,863.64
Vali Cooper (Office Manager)	\$173,100.41
Moote Group (Inspector #3)	\$102,967.20

Subtotal \$ \$488,963.88 (5)

VI. TOTAL AMOUNT

\$3,251,492 (Total 1-5)

HKA - Total

LABOR & OTHER DIRECT COST (ODC) SUMMARY

88,331 Landscape Construction September 8 to 11
Construction Management

May 10, 2010

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Engineer				308	\$75.72	\$23,170.32	\$1,881.46	\$25,051.78	\$37,577.68	\$5,636.85	\$88,266.09	\$223.09
Senior Landscape Architect				5,768	\$17.24	\$99,175.08	\$28,934.81	\$358,939.89	\$537,959.84	\$80,693.98	\$977,293.71	\$168.32
Office Engineer (ODC Support)	Valer, Christopher			1,809		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Inspector #1				8,912	\$48.20	\$519,334.40	\$25,930.30	\$345,264.70	\$517,897.05	\$77,684.56	\$940,848.31	\$106.72
Inspector #2				3,627	\$10.50	\$14,000.00	\$11,455.88	\$152,535.85	\$228,803.77	\$34,320.57	\$415,660.19	\$117.85
Inspector #3 (Mobil)				865		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Inspector #4 (Mobil)				225		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Schedule Engineer				570	\$42.68	\$24,096.60	\$1,909.85	\$26,006.45	\$38,144.77	\$5,721.72	\$69,298.34	\$123.74
Senior Landscape Architect				660	\$14.72	\$9,763.20	\$2,854.85	\$12,618.05	\$18,927.42	\$2,854.85	\$17,847.73	\$223.09
Senior Landscape Architect				8	\$17.72	\$141.76	\$48.19	\$93.97	\$137.16	\$20.58	\$114.55	\$144.37
Project Engineer				120	\$48.00	\$5,760.00	\$477.48	\$6,237.48	\$9,536.19	\$1,430.43	\$17,324.09	\$144.37
Senior Landscape Architect				120	\$48.00	\$5,760.00	\$477.48	\$6,237.48	\$9,536.19	\$1,430.43	\$17,324.09	\$144.37
Senior Landscape Architect				2,340	\$20.00	\$46,800.00	\$3,800.21	\$50,600.21	\$75,900.32	\$11,385.05	\$137,885.57	\$58.93
Senior Landscape Architect				180	\$25.00	\$4,500.00	\$324.80	\$4,824.80	\$7,237.20	\$1,115.52	\$11,785.08	\$73.66
TOTAL =						\$801,736.66	\$73,221.91	\$874,958.57	\$1,402,436.20	\$219,366.43	\$2,656,759.10	

FEE (PROFIT)

INDIRECT COST	
Direct Labor Overhead	\$2,854.85
Fringe Benefits	\$2,854.85
Total	\$5,709.70

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Site Prep				\$0.00	
Site Prep	\$2.250	HS	15,223.0	\$105,769	
Travel				\$0.00	
Meals & Lodging				\$0.00	
Photocopies (Black & White)				\$0.00	
Photocopies (Color)				\$0.00	
Computerized Equipment				\$0.00	
Printer				\$0.00	
Projector				\$0.00	
Interpretation Traffic Signs				\$0.00	
Interpretation Signs				\$0.00	
Quadrant Stakeout				\$0.00	
Plant Potentials				\$0.00	
TOTAL OTHER DIRECT COSTS				\$105,769.75	

Escalation Per Year =		
Year	# of Months	Value
2010	1,000	6,000
2011	1,025	12,300
2012	1,051	12,808
2013	1,077	12,923
2014	1,104	13,246
2015	1,131	13,577
2016	1,160	10,437
2017	1,189	0,000
TOTAL	75	81,090
Escalation Factor for Contract		
1.081		

TOTAL COSTS \$2,762,627.85

LABOR & OTHER DIRECT COST (ODC) SUMMARY

SR 740 Landscape Construction Segments 8 to 11
Construction Management

May 10, 2010

[illegible]

INDIRECT COST	
Direct Labor Overhead	25.00%
Fringe Benefits	5.00%
Total	150.00%

FEE (PROFIT)

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Per Diem				\$0.00	
Rental Vehicle	\$4,256	1 hr.	138.10	\$58,319	
Travel				\$0.00	
Synopsis/Outline				\$0.00	
Photocopies (Black & White)				\$0.00	
Photocopies (Color)				\$0.00	
Expendable Printout				\$0.00	
Miscellaneous				\$0.00	
Postcard cost				\$0.00	
Information Traffic Skills				\$0.00	
Photocopying Costs				\$0.00	
Cover and Photo Screens				\$0.00	
Field Preparation				\$0.00	
				\$0.00	
TOTAL OTHER DIRECT COSTS				\$58,319.76	

Year	# of Months	Esc.	Value
2010	6	1.00	6,000
2011	12	1.025	12,300
2012	12	1.051	12,608
2013	12	1.077	12,923
2014	12	1.104	13,246
2015	12	1.131	13,577
2016	9	1.160	10,437
2017	9	1.189	0.000
TOTAL	75		81,090
Escalation Escrow for Contract			1,081

TOTAL COSTS	\$2,257,890.80
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LABOR & OTHER DIRECT COST (ODC) SUMMARY

SR 240 Landscape Construction Segments 6 to 11
Construction Management

May 10, 2010

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Engineer	Robert Brinkley			74	\$ 75.72	\$5,903.28	\$454.99	\$8,058.27	\$8,087.41	\$ 1,393.11	\$16,508.79	\$223.00
Project Engineer	John Landwehr			952	\$ 57.23	\$54,482.88	\$4,424.08	\$58,907.04	\$58,930.55	\$13,254.08	\$160,521.87	\$166.82
Chief Engineer (Civil Engineer)	Valley Barker			328	\$ 45.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engineer	Chris Wilson			2,180	\$ 45.30	\$99,792.00	\$3,103.22	\$107,895.22	\$101,642.83	\$24,276.42	\$294,014.47	\$135.32
Inspector	Gregory La			0	\$ 49.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Inspector (Civil)	Steve Grubb			0	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sanitary Engineer	Samuel			0	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Laborer (Construction)	Markus Gumbel			0	\$ 42.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sanitary Engineer	Samuel			0	\$ 75.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Engineer	Harry Smith			0	\$ 49.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Inspector	Adam Smith			240	\$ 20.00	\$4,800.00	\$389.77	\$5,189.77	\$7,784.65	\$1,187.70	\$14,142.11	\$58.83
Grand				0	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL =				3,784		\$164,678.24	\$13,372.05	\$178,050.29	\$287,075.44	\$40,061.32	\$485,187.05	

INDIRECT COST	
Direct Labor Overhead	25.00%
Fringe Benefits	25.00%
Total	150.00%

FEE (PROFIT)[illegible]

Year	# of Months	Esc.	Escalation Per Year =	Value	2.50%
2010	6	1,000		6,000	
2011	12	1,025		12,300	
2012	12	1,051		12,608	
2013	12	1,077		12,923	
2014	12	1,104		13,246	
2015	12	1,131		13,577	
2016	9	1,160		10,437	
2017	0	1,189		0,000	
TOTAL	75			81,090	1,081
Escalation Factor for Contract					

TOTAL COSTS	\$504,637.06
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LABOR & OTHER DIRECT COST (ODC) SUMMARY

SR 210 Landscape Construction Segments 3 to 11

Construction Management

May 10, 2010

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Electrician	John Smith			0	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electrician	Mike Johnson			225	\$150.00	\$15,300.00	\$666.71	\$15,966.71	\$21,395.39	\$3,362.59	\$40,724.69	\$181.00
Painter	John Smith			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Painter	Mike Johnson			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Painter	John Smith			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Painter	Mike Johnson			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL =			225		\$15,300.00	\$666.71	\$15,966.71	\$21,395.39	\$3,362.59	\$40,724.69	

INDIRECT COST	
Direct Labor Overhead	125.00%
Fringe Benefits	8.00%
Total	134.00%

FEE (PROFIT)	\$ 0.00%
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[illegible]

Escalation Per Year = 2.50%			
Year	# of Months	Esc.	Value
2010	9	1.000	6.000
2011	12	1.025	12.300
2012	12	1.051	12.608
2013	12	1.077	12.923
2014	0	1.104	0.000
2015	0	1.131	0.000
2016	0	1.160	0.000
2017	0	1.189	0.000
TOTAL	42		43.830
Escalation Factor for Contract			1.044

TOTAL COSTS	\$40,724.69
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LABOR & OTHER DIRECT COST (ODC) SUMMARY

3R 210 Landscape Construction Segments 8 to 11

Construction Management

May 10, 2010

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
PA				16	\$ 64.50	\$1,038.40	\$45.25	\$1,083.65	\$1,625.47	\$243.82	\$2,952.94	\$184.56
MAINTENANCE				0	\$ 60.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAINTENANCE				640	\$ 44.24	\$28,441.60	\$1,238.37	\$29,680.97	\$44,521.45	\$6,078.22	\$80,880.84	\$126.38
FIELD MATERIALS				160	\$ 46.25	\$7,395.20	\$322.25	\$7,717.45	\$11,576.18	\$1,738.43	\$21,030.06	\$131.44
SWITCH PANEL						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				816		\$36,876.20	\$1,608.87	\$38,485.07	\$57,723.10	\$8,658.47	\$104,863.64	
				TOTAL =								

INDIRECT COST	
Direct Labor Overhead	15.00%
Fringe Benefits	15.00%
Total	150.00%

[illegible]

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Rex Dorn				\$0.00	
Cop Machine	\$6,350	#2	0.0	\$0	
Film				\$0.00	
Computer Charges				\$0.00	
Photocopies (Black & White)				\$0.00	
Photocopies (Color)				\$0.00	
Communicable Reports				\$0.00	
Mailing Costs				\$0.00	
Photographs				\$0.00	
Airfreighted Tapes Counts				\$0.00	
Hand Segmented Counts				\$0.00	
Compos / Typesetters				\$0.00	
Lab Testing	\$29,000	1	1.0	\$29,000.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
TOTAL OTHER DIRECT COSTS				\$29,000.00	

Escalation Per Year = 2.5%				Value
Year	# of Months	Esc.		
2016	12	1,000		6,000
2017	12	1,025		12,300
2018	12	1,051		12,608
2019	12	1,077		12,923
2020	12	1,104		0,000
2021	12	1,131		0,000
2022	12	1,160		0,000
2023	12	1,189		0,000
TOTAL	42			43,830
Escalation Factor for Contract				1.044

TOTAL COSTS	\$124,863.64
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LABOR & OTHER DIRECT COST (ODC) SUMMARY

SR 210 Landscape Construction Segments 8+0-1+1

Construction Management

May 10, 2010

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
CHECKER***				1,908	\$6.70	\$59,684.00	\$4,844.78	\$64,508.78	\$84,298.94	\$14,292.69	\$173,100.41	\$95.74
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL =				1,908		\$69,684.00	\$4,844.78	\$64,508.78	\$84,298.94	\$14,292.69	\$173,100.41	

INDIRECT COST	
Direct Labor Overhead	146.18%
Fringe Benefits	0.00%
Total	146.18%

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/01	OPENING BALANCE		250.00
1/15/01	DEPOSIT	100.00	350.00
2/1/01	WITHDRAWAL	(50.00)	300.00
2/15/01	DEPOSIT	75.00	375.00
3/1/01	WITHDRAWAL	(25.00)	350.00
3/15/01	DEPOSIT	125.00	475.00
4/1/01	WITHDRAWAL	(75.00)	400.00
4/15/01	DEPOSIT	50.00	450.00
5/1/01	WITHDRAWAL	(25.00)	425.00
5/15/01	DEPOSIT	100.00	525.00
6/1/01	WITHDRAWAL	(50.00)	475.00
6/15/01	DEPOSIT	75.00	550.00
7/1/01	WITHDRAWAL	(25.00)	525.00
7/15/01	DEPOSIT	125.00	650.00
8/1/01	WITHDRAWAL	(75.00)	575.00
8/15/01	DEPOSIT	50.00	625.00
9/1/01	WITHDRAWAL	(25.00)	600.00
9/15/01	DEPOSIT	100.00	700.00
10/1/01	WITHDRAWAL	(50.00)	650.00
10/15/01	DEPOSIT	75.00	725.00
11/1/01	WITHDRAWAL	(25.00)	700.00
11/15/01	DEPOSIT	125.00	825.00
12/1/01	WITHDRAWAL	(75.00)	750.00
12/15/01	DEPOSIT	50.00	800.00
12/31/01	CLOSING BALANCE		800.00

[illegible]

Year	# of Months	Escalation Per Year =		Value
		Esc.	2.50%	
2010	8	1,000		6,000
2011	12	1,025		12,300
2012	12	1,061		12,608
2013	12	1,077		12,823
2014	12	1,104		13,246
2015	12	1,131		13,677
2016	9	1,160		10,437
2017	0	1,189		0,000
2012	0	1,189		81,090
TOTAL	75			1,091

TOTAL COSTS	\$173,100.41
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LABOR & OTHER DIRECT COST (ODC) SUMMARY

SR 710 Landscape Construction Segments 2 to 11

Construction Management

May 10, 2010

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Labor Compliance				570	\$ 50.35	\$28,682.40	\$1,249.86	\$29,932.26	\$13,468.52	\$3,806.16	\$47,307.94	\$83.00
				0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				570		\$28,682.40	\$1,249.86	\$29,932.26	\$13,468.52	\$3,806.16	\$47,307.94	
				TOTAL =								

FEE (PROFIT)	9.00%
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INDIRECT COST	
Direct Labor Overhead	45.00%
Fringe Benefits	0.00%
Total	45.00%

[illegible]

Escalation Per Year = 2.5%			2000
Year	# of Months	Esc.	Value
2010	6	1.000	6.000
2011	12	1.025	12.300
2012	12	1.051	12.608
2013	12	1.077	12.923
2014	6	1.104	6.000
2015	6	1.131	6.000
2016	6	1.160	6.000
2017	6	1.189	6.000
TOTAL	42		43.830
Escalation Factor for Contract			1.044

TOTAL COSTS	\$47,307.94
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Construction Management

May 10, 2010

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
TECHNICIAN 3				865	\$40.00	\$34,600.00	\$1,202.18	\$35,802.18	\$53,703.27	\$8,055.48	\$97,560.95	\$112.78
				0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		TOTAL =		865		\$34,600.00	\$1,202.18	\$35,802.18	\$53,703.27	\$8,055.48	\$97,560.95	

FEE (PROFIT)	100%

INDIRECT COST	
Direct Labor Overhead	150.00%
Fringe Benefits	150.00%
Total	150.00%

[illegible]

Year	Escalation Per Year =		Value
	# of Months	Esc.	
2011	6	1.00%	6,000
2012	12	1.02%	12,240
2013	12	1.04%	12,485
2014	12	1.06%	12,734
2015	12	1.08%	0.00%
2016	12	1.10%	0.00%
2017	12	1.12%	0.00%
2018	12	1.14%	0.00%
TOTAL	42		43,459
Escalation Factor for Contract			1.035

TOTAL COSTS	\$102,967.20
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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: June 2, 2010

Subject: Cooperative Agreement No. C10123 with Caltrans for the Interstate 10 (I-10)/Tippecanoe Avenue Interchange Right-of-Way

- Recommendation:***
1. Approve Amendment No. 1 to Cooperative Agreement No. C10123 with Caltrans for the I-10/Tippecanoe Avenue Interchange Right-of-Way Capital and Support costs; and
 2. Increase Caltrans authority to reimburse itself from State and Federal Funds by \$4,910,000 from \$22,075,000 to \$26,985,000.

Background: Caltrans is the lead agency for the purposes of Right-of-Way (ROW) appraisals and acquisitions for the I-10/Tippecanoe Avenue Interchange project. In December 2009, the Board approved Cooperative Agreement C10123 which provided that Caltrans will perform right-of-way acquisition services and acquire property in the name of the State. The agreement recognizes that SANBAG will be responsible for funding one hundred (100%) percent of all said I-10/Tippecanoe Avenue interchange right-of-way capital and support costs up to the estimated maximum amounts of \$30,965,200 and \$2,735,000, respectively.

A clause in the cooperative agreement requires Caltrans to be responsible for all support costs in excess of the estimated amount of \$2,735,000, however, because this is a SANBAG sponsored project, Caltrans lacks a mechanism to fund any increase in support cost. Caltrans requested an amendment that requires SANBAG to be responsible for any support cost increase provided that Caltrans obtains SANBAG's written consent before additional support costs are incurred. If notified of such an increase by Caltrans in the future and if the total of right of

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

way support and capital cost exceeds the contract amount, staff will bring another agenda item before the Board for approval of a separate amendment to increase the contract amount for the cooperative agreement.

SANBAG originally programmed \$4,910,000 in Federal Transportation Efficiency Act for the 21st Century (TEA-21) funds for the Preliminary Engineering (PE) phase of project development. When SANBAG wasn't able to secure authorization to use these funds for development of the PE due a technicality, the funds were reprogrammed to the ROW phase. An equal amount of Measure I funds was reprogrammed from the ROW phase to the PE phase of the project, resulting in a zero sum change in overall funding of the project. The reprogramming of funds will require a budget revision to the Fiscal Year 2010/2011 draft budget. The budget revision is included as a separate agenda item for Board consideration.

As depicted in Exhibit A-1 of the attached contract amendment, the funding for the I-10/Tippecanoe Avenue interchange right-of-way capital and support costs is estimated at \$33,700,200 and now consists of \$24,485,000 in various federal funds (up from \$19,575,000), \$2,500,000 in State funds, \$1,825,200 in Measure I funds and \$4,890,000 in funds from the Inland Valley Development Agency and the Cities of Loma Linda and San Bernardino.

Following Major Projects Committee approval of this item at the May 2010 meeting, Exhibit A-1 was revised slightly, but there is no change to the contribution by the participating agencies.

Financial Impact: This item is consistent with the Fiscal Year 2009/2010 Budget for Task 842 as the reprogramming does not impact the current fiscal year.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the subject amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C10123-01
by and between SANBAG

and

State Of California Department of Transportation (Caltrans)
For Right of Way Capital and Support on I-10/Tippecanoe Interchange Project

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID: _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: This contract summary represents the right-of-way funding plan as of June 2, 2010 and supersedes the previous contract summary sheet for C10123. The estimated right of way total cost of \$33,700,200 is made of \$26,985,000 in State and Federal funds for which Caltrans will directly reimburse itself for costs, and \$6,715,200 in Measure I and Local funds for which Caltrans will invoice SANBAG.

Original Contract: \$ <u>11,625,200</u>	Previous Amendments \$ _____	
	Previous Amendments \$ _____	
	Contingency / Allowance Total:	
Contingency / Allowance Amount \$ <u>0</u>	Current Amendment: \$ (4,910,000)	
	Current Amendment Contingency / Allowance: \$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.		
Contract TOTAL ►		\$ <u>6,715,200</u>

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
0842	640	000	53750	TBD	City of San Bernardino Funds	\$1,630,000
0842	640	000	53750	TBD	City of Loma Linda Funds	\$1,630,000
0842	640	000	53750	TBD	Inland Valley Development Agency	\$1,630,000
0842	640	000	53750	99096 72	Measure I (2010-2040)	\$1,825,200

Original Board Approved Contract Date:	12/2/09	Contract Start: 12/309	Contract End: 12/31/15
New Amend. Approval (Board) Date:	6/2/2010	Amend. Start: 6/2/2010	Amend. End: 12/31/15

Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.

Approved Budget Authority ►	Fiscal Year: (09/10) \$ 0	Future Fiscal Year(s) – Unbudgeted Obligation ►	\$ <u>6,715,200</u>
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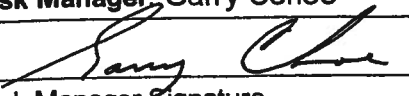
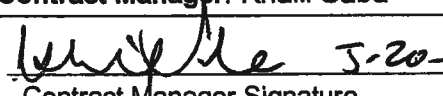

- ☐ Budget authority for this contract currently exists in Task No. (C-Task may be used here.).
- ☐ A budget amendment is required. A Budget Amendment Request is attached.

CONTRACT MANAGEMENT

Check all applicable boxes:

- ☒ Intergovernmental ☐ Private ☒ Federal Funds ☐ State/Local Funds
- ☐ Disadvantaged Business Enterprise (DBE) ☐ Underutilized DBE (UDBE)

Task Manager: Garry Cohoe	Contract Manager: Khalil Saba
---------------------------	-------------------------------

 Task Manager Signature Date: 5/20/10	 Contract Manager Signature Date: 5-20-10
 Chief Financial Officer Signature Date: 5/25/10	

Finance will not process any payments without budget authority and properly executed contracts.

08-Riv-10-PM 25.3/27.3
I-10/Tippecanoe Ave/Anderson St
Ramp Improvements, Bridge
Widening & Street Improvements
EA 448100
District Agreement No. 8-1459 A/1

AMENDMENT NO. 1 TO AGREEMENT

This AGREEMENT, entered into effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a
public entity referred to herein as
"AUTHORITY."

RECITALS

1. The parties hereto entered into Agreement No. 8-1459, effective on January 20, 2010, said Agreement defining the terms and conditions to improve the Interstate 10 (I-10)/Tippecanoe/Anderson Street interchange with ramp improvements, bridge widening and street improvements, in the cities of San Bernardino and Loma Linda, referred to herein as "PROJECT."
2. The State IIP funds in the amount of \$2,500,000.00 are being removed from Right of Way capital and moved to Right of Way support; Local Measure I Right of Way support funds in the amount of \$2,735,000.00 are being reduced to \$235,000.00 and Right of Way capital costs are being increased from \$6,745,200.00 to \$9,245,200.
3. It has also been decided that the PROJECT Right of Way support costs in excess of the estimated \$2,735,000 will be paid in full by AUTHORITY. The STATE will obtain AUTHORITY's written approval prior to expending in excess of AUTHORITY's estimated contribution of \$2,735,000 for Right of Way support costs.

IT IS THEREFORE MUTUALLY AGREED:

1. Under RECITALS of Agreement No. 8-1459, Article 5 is hereby superseded by the following:
 - “5. All Right of Way support costs in excess of AUTHORITY contribution as stated above shall be borne in full by AUTHORITY, after STATE receives written approval from AUTHORITY of the need for increased right of way support resources and funding prior to expending the original allocated amount. If it becomes necessary for an increase in PROJECT funding for additional Right of Way capital in excess of AUTHORITY’s contribution as stated above, said increase shall be borne in full by AUTHORITY using then available funds.”
2. Under SECTION I of Agreement No. 8-1459, a new Article 2 is hereby added to read as follows:
 - “2. If it becomes necessary for an increase in PROJECT funding for additional Right of Way support costs in excess of the estimated support costs, said increase shall be borne in full by AUTHORITY, after STATE receives written approval from AUTHORITY of the need for increased right of way support resources and funding prior to expending the original allocated amount.
3. Under SECTION II of Agreement No. 8-1459, Article 1 is hereby superseded by the following:
 - “1. To undertake and complete the Right of Way capital and support activities for PROJECT as described in Exhibit “A-1.” The total cost for Right of Way support activities for which AUTHORITY is responsible shall not exceed \$2,735,000 without AUTHORITY’s prior written approval of an increase in Right of Way support costs. All AUTHORITY-approved Right of Way support costs in excess of this amount shall be borne in full by AUTHORITY.”
4. Under SECTION III of Agreement No. 8-1459, Article 2 is hereby superseded by the following:
 - “2. Invoices for STATE support costs include all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. STATE establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.”

5. The new Exhibit A-1, dated April 30, 2010, supersedes the original Exhibit A of Agreement No.1459. Exhibit A-1 is hereby attached to and made a part of Agreement No. 1459 and any reference to Exhibit A in the Agreement is deemed to reference Exhibit A-1.
6. All other terms and conditions of said Agreement No. 8-1459 shall remain in full force and effect.
7. This Amendment No. 1 to Agreement is hereby deemed to be a part of Agreement No. 8-1459.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

RANDELL H. IWASAKI
Director of Transportation

By: _____
PAUL M. EATON
Board President

By: _____
RAYMOND W. WOLFE, PhD
District Director

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

By: _____
JEAN-RENE BASLE
Counsel

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

Exhibit A-1

Date: April 30, 2010
 EA #: 448100
 Sponsoring Agency: SANBAG
 Agreement No.: 8-1459 (Amendment #1)

Project Location: In San Bernardino at Tippecanoe Avenue and on Tippecanoe Avenue/Anderson Street between San Timoteo Creek and Laurelwood Drive												
Administered Phases of Work	Local Program Funds (X \$1,000)			Local Program Funds (X \$1,000)			Local Program Funds (X \$1,000)			Other Funds		Totals
	Federal %:	Match %:	Fund Type:	Federal %:	Match %:	Fund Type:	Federal %:	Match %:	Fund Type:	(X \$1,000)	Fund Type:	
	80	20	I/Local	80	20	I/Local	90	10	IMD	Fund Type: I/Local	Fund Type: Measure I/Local	
1 SUPPORT												\$ -
2 PA&ED												\$ -
3 PS&E												\$ -
4 R/W Support												\$ 2,735,000
5 Const. Support												\$ -
6 CAPITAL												\$ -
7 R/W Capital	\$ 7,575	\$ 1,895		\$ 4,910	\$ 1,228		\$ 2,500	\$ 250			\$ 3,107	\$ 30,965,200
8 Const. Capital												\$ -
TOTALS	\$ 7,575	\$ 1,895		\$ 4,910	\$ 1,228		\$ 2,500	\$ 250		\$ 2,500	\$ 3,342	\$ 33,700,200

Measure I/Local includes \$1.630 million each in local funding from the City of Loma Linda, City of San Bernardino, and the Inland Valley Development Agency; and \$1.828 million in Measure I (2010-2040) funds

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 18

Date: June 2, 2010

Subject: Funding Cooperative Agreement for Right-Of-Way and Construction for the Interstate 10 (I-10)/Tippecanoe Avenue Interchange

Recommendation:* Approve Right-of-Way and Construction Cooperative Agreement No. R10200 with the Inland Valley Development Agency, the City of Loma Linda and the City of San Bernardino to receive reimbursement from these agencies in the amount of \$12,744,000 for the I-10/Tippecanoe Avenue Interchange Project.

Background: **This is a new agreement.** SANBAG is the lead in the project development effort for the I-10/Tippecanoe Avenue Interchange Improvements. The project is currently nearing the end of the Project Approval/Environmental Document (PA/ED) phase and preliminary design is underway. Under a separate executed cooperative agreement with Caltrans, the right-of-way needed for the proposed improvements will be acquired. Construction is expected to start in Spring 2012.

The estimated cost for the right-of-way and construction phases is currently at \$70.508 million. Various Federal funds totaling \$33.684 million have been earmarked for this project. The remaining \$36.824 million in funding responsibility is to be shared by SANBAG (65.4%) in an amount of \$24.08 million and the local agencies (34.6%) in an amount of \$12.74 million as described in the subject Cooperative Agreement R10200 based on the Development Mitigation Nexus Study of the 2009 SANBAG Congestion Management Program report. Per the terms of the agreement, all three agencies will contribute to the project by dividing the local agency share equally between

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Inland Valley Development Agency, the City of Loma Linda and the City of San Bernardino, with each of the local agencies providing \$1.630 million in local funds for Right-of-Way and \$2.618 million for construction. The total amount receivable from the local agencies is \$12.744 million.

Financial Impact: This action has no impact on the current 2009/2010 Fiscal Year Budget for Task 84210000. Revenue in the form of local funds in the amount of \$12,744,000 will be received and budgeted in future fiscal years.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 13, 2010. SANBAG Counsel has reviewed and approved the subject amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. R10200
by and between
San Bernardino County Transportation Authority

and
City of Loma Linda and City of San Bernardino and Inland Valley Development Agency (IVDA)
for

I-10 Tippecanoe Avenue Interchange Right of Way (ROW) and Construction Phases

FOR ACCOUNTING PURPOSES ONLY

<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes:

Original Contract:	\$ <u>12,744,000</u>	Previous Amendments	\$ _____
		Previous Amendments	\$ _____
		Contingency / Allowance Total:	
Contingency / Allowance Amount	\$ <u>0</u>	Current Amendment:	\$ _____
		Current Amendment Contingency / Allowance:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ►

\$ 12,744,000

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amendment Amt
<u>0842</u>	_____	_____	_____	_____	<u>City of Loma Linda</u>	<u>\$ 4,248,000</u>
<u>0842</u>	_____	_____	_____	_____	<u>City of San Bernardino</u>	<u>\$ 4,248,000</u>
<u>0842</u>	_____	_____	_____	_____	<u>IVDA</u>	<u>\$ 4,248,000</u>

Original Board Approved Contract Date:	<u>4/7/10</u>	Contract Start: <u>4/7/10</u>	Contract End: <u>12/31/12</u>
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New Amend. Approval (Board) Date:	_____	Amend. Start: _____	Amend. End: _____
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Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

**Approved Budget
Authority ►**

Fiscal Year: 09/10
\$ 0

**Future Fiscal Year(s) –
Unbudgeted Obligation ►**

\$ 12,744,000

- ☐ Budget authority for this contract currently exists in Task No. (C-Task may be used here.).
- ☐ A budget amendment is required. A Budget Amendment Request is attached.

CONTRACT MANAGEMENT

Check all applicable boxes:

- ☒ Intergovernmental
 ☐ Private
 ☐ Federal Funds
 ☐ State/Local Funds
☐ Disadvantaged Business Enterprise (DBE)
☐ Underutilized DBE (UDBE)

Task Manager: Garry Cohoe

Contract Manager: Khalil Saba

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

COOPERATIVE AGREEMENT NO. R10200

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LOMA LINDA

AND

CITY OF SAN BERNARDINO

AND

INLAND VALLEY DEVELOPMENT AGENCY

FOR

**RIGHT OF WAY AND CONSTRUCTION PHASES FOR THE
I-10 TIPPECANOE AVENUE INTERCHANGE**

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY"), the City of Loma Linda (herein referred to as "CITY OF LOMA LINDA"), the City of San Bernardino (herein referred to as "CITY OF SAN BERNARDINO"), and the Inland Valley Development Agency (herein referred to as "IVDA"), and each sometimes hereinafter referred to, individually, as a "PARTY," and collectively, as "PARTIES".

RECITALS

WHEREAS, the PARTIES desire to proceed with the I-10 Tippecanoe Avenue Interchange Improvement Project (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT is located partially within the incorporated area of CITY OF LOMA LINDA and partially within the incorporated area of CITY OF SAN BERNARDINO, and will be of mutual benefit to CITY OF LOMA LINDA and the CITY OF SAN BERANRDINO; and

WHEREAS, the IVDA is a Joint Powers Authority entity that is responsible for the redevelopment of the non-aviation portion of the San Bernardino International Airport, and the PROJECT will improve freeway access to and from the San Bernardino International Airport and will be of benefit to the IVDA; and

WHEREAS, the PARTIES desire to set forth funding responsibilities and obligations of AUTHORITY, CITY OF LOMA LINDA, CITY OF SAN BERNARDINO, and IVDA for the Right of Way phase, hereinafter referred to as "ROW", and Construction phase for the PROJECT; and

WHEREAS, ROW and Construction costs includes support costs and capital costs; and

WHEREAS, the total cost of ROW and Construction is estimated at \$70,508,000; and

WHEREAS, \$33,684,000 of Federal funds have been earmarked for ROW and Construction, leaving a remainder estimated at \$36,824,000, hereinafter referred to as "remaining balance" to be funded by the PARTIES; and

WHEREAS, the PARTIES agree to establish the funding share of the remaining balance between the PARTIES; and

WHEREAS, the local agency share will be 34.6% of the remaining balance and AUTHORITY share will be 65.4% of the remaining balance; and

WHEREAS, the local agency share will be divided equally between CITY OF LOMA LINDA, CITY OF SAN BERNARDINO, and IVDA; and

NOW, THEREFORE, AUTHORITY, CITY OF LOMA LINDA, CITY OF SAN BERNARDINO, and IVDA agree to the following:

SECTION I

AUTHORITY AGREES:

1. That it is responsible for the AUTHORITY share as detailed in **Table 1 (I-10 Tippecanoe Avenue Interchange Funding Plan)**. AUTHORITY share is a not to exceed obligation based on the current cost of ROW and Construction, and AUTHORITY may not exceed this obligation unless AUTHORITY obtain the necessary budget amendment authorization from its governing body and a written amendment to this Agreement is executed by the PARTIES.
2. To be responsible for its own administrative and management costs for this PROJECT.
3. To independently develop its funding plan for its share of ROW and Construction costs, execute funding agreements, and secure funds for this PROJECT.
4. To act as the lead agency for the ROW and Construction phase of the PROJECT.

5. To submit to each PARTY, on a monthly basis, an itemized accounting of actual ROW and Construction costs billed to that PARTY for that month.
6. To include the CITY OF LOMA LINDA, CITY OF SAN BERNARDINO, and IVDA in Project Development Team (PDT) meetings and related communications on PROJECT progress and to provide at least quarterly schedule updates to the CITY OF LOMA LINDA, CITY OF SAN BERNARDINO, and IVDA.
7. To maintain a records and accounting system and shall submit a final report of expenditures to CITY OF LOMA LINDA, CITY OF SAN BERNARDINO, and IVDA at the closeout of the PROJECT.

SECTION II

CITY OF LOMA LINDA AGREES:

1. That it is responsible for one-third (33.3%) of the local agency share of ROW and Construction Costs as detailed in **Table 1 (I-10 Tippecanoe Avenue Interchange Funding Plan)**. CITY OF LOMA LINDA share is a not to exceed obligation based on the current cost of ROW and Construction, and CITY OF LOMA LINDA may not exceed this obligation unless CITY OF LOMA LINDA obtain the necessary budget amendment authorization from its governing body and a written amendment to this Agreement is executed by the PARTIES.
2. To be responsible for its own administrative and management costs for the PROJECT.
3. To independently develop its funding plan for its share of ROW and Construction costs, execute other funding agreements, and secure funds.
4. To review and comment on AUTHORITY's invoice for ROW and Construction costs as described in Section 1, Article 5 within 15 days of receipt of the invoice package , which shall include all back up and support materials required to substantiate the invoice. The CITY OF LOMA LINDA shall make payments to AUTHORITY within thirty (30) working days after receipt of invoice via electronic fund transfer (EFT), deposited directly into AUTHORITY's designated checking or other account.
5. Designate a qualified representative who shall have the authority to discuss and resolve issues concerning PROJECT ROW and Construction with AUTHORITY.
6. To abide by all Federal, State and AUTHORITY laws, regulations, policies and procedures pertaining to the PROJECT.

7. Should CITY OF LOMA LINDA fail to reimburse moneys due the AUTHORITY within (30) days of demand, or within such other period as may be agreed between both parties, the AUTHORITY reserves the right to withhold future payments due CITY OF LOMA LINDA from any source under the AUTHORITY's control.
8. CITY OF LOMA LINDA shall cooperate fully with AUTHORITY in order to complete the ROW and Construction phases of this PROJECT.

SECTION III

CITY OF SAN BERNARDINO AGREES:

1. That it is responsible for one-third (33.3%) of the local agency share of ROW and Construction costs as detailed in **Table 1 (I-10 Tippecanoe Avenue Interchange Funding Plan)**. CITY OF SAN BERNARDINO share is a not to exceed obligation based on the current cost of ROW and Construction, and CITY OF SAN BERNARDINO may not exceed this obligation unless CITY OF SAN BERNARDINO obtain the necessary budget amendment authorization from its governing body, and a written amendment to this Agreement is executed by the PARTIES.
2. To be responsible for its own administrative and management costs for the PROJECT.
3. To independently develop its funding plan for its share of ROW and Construction costs, execute other funding agreements, and secure funds for the PROJECT.
4. To review and comment on AUTHORITY's invoice for ROW and Construction costs as described in Section 1, Article 5 within 15 days of receipt of the invoice package, which shall include all back up and support materials required to substantiate the invoice. The CITY OF SAN BERNARDINO shall make payments to the AUTHORITY within thirty (30) working days after receipt of invoice via EFT, deposited directly into AUTHORITY's designated checking or other account.
5. Designate a qualified representative who shall have the authority to discuss and resolve issues concerning PROJECT ROW and Construction with AUTHORITY.
6. To abide by all Federal, State and AUTHORITY laws, regulations, policies and procedures pertaining to the PROJECT.

7. Should CITY OF SAN BERNARDINO fail to reimburse moneys due the AUTHORITY within (30) days of demand, or within such other period as may be agreed between both parties, the AUTHORITY reserves the right to withhold future payments due CITY of SAN BERNARDINO from any source under the AUTHORITY's control.
8. CITY OF SAN BERNARDINO shall cooperate fully with AUTHORITY in order to complete the ROW and Construction phases of this PROJECT.

SECTION IV

INLAND VALLEY DEVELOPMENT AGENCY AGREES:

1. IVDA is responsible for one-third (33.3%) of the local agency share of ROW and Construction costs as detailed in **Table 1 (I-10 Tippecanoe Avenue Interchange Funding Plan)** and IVDA share is a not to exceed obligation based on the current cost of ROW and Construction. IVDA may not exceed this obligation unless IVDA obtain the necessary budget amendment authorization from its governing body, and a written amendment to this Agreement is executed by the PARTIES.
2. To be responsible for its own administrative and management costs for the PROJECT.
3. To independently develop its funding plan for its share of ROW and Construction costs, execute other funding agreements, and secure funds for the PROJECT.
4. To review and comment on AUTHORITY's invoice for ROW and Construction costs as described in Section 1, Article 5 within 15 days of receipt of the invoice package, which shall include all back up and support materials required to substantiate the invoice. IVDA shall make payments to the AUTHORITY within thirty (30) working days after receipt of invoice via electronic fund transfer (EFT), deposited directly into AUTHORITY's designated checking or other account.
5. Designate a qualified representative who shall have the authority to discuss and resolve issues concerning PROJECT ROW and Construction with AUTHORITY.
6. To abide by all Federal, State and AUTHORITY laws, regulations, policies and procedures pertaining to the PROJECT.
7. Should IVDA fail to reimburse moneys due the AUTHORITY within (30) days of demand, or within such other period as may be agreed between both

parties hereto, the AUTHORITY reserves the right to withhold future payments due IVDA from any source under the AUTHORITY's control.

8. IVDA shall cooperate fully with AUTHORITY in order to complete the ROW and Construction phases of this PROJECT.

SECTION V

IT IS MUTUALLY AGREED:

1. The above Recitals are true and correct.
2. The Total Cost estimate for PROJECT ROW and Construction (refer to Table 1) is an "estimate" to be used for budgetary and planning purposes and that there is a potential for cost increases or decreases.
3. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities and shall not include escalation, interest, or other fees.
4. Severability – If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
5. Assignment – Neither this Agreement, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
6. Governing Law – The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
7. Waiver – No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
8. Attorneys Fees – If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys fees directly arising from any third party legal action against a

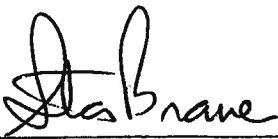
Party hereto and payable under the indemnification provisions of this Agreement.

9. Neither each Party nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless each Party and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
10. Neither each Party nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY OF LOMA LINDA under or in connection with any work, authority or jurisdiction conferred upon CITY OF LOMA LINDA and arising under this Agreement. It is understood and agreed that CITY OF LOMA LINDA shall fully defend, indemnify and save harmless each Party and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by CITY OF LOMA LINDA under this Agreement.
11. Neither each Party nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY OF SAN BERNARDINO under or in connection with any work, authority or jurisdiction conferred upon CITY OF SAN BERNARDINO and arising under this Agreement. It is understood and agreed that CITY OF SAN BERNARDINO shall fully defend, indemnify and save harmless each Party and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by CITY OF SAN BERNARDINO under this Agreement.
12. Neither each Party nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by IVDA under or in connection with any work, authority or jurisdiction conferred upon IVDA and arising under this Agreement. It is understood and agreed that IVDA shall fully defend, indemnify and save harmless each Party and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by IVDA under this Agreement.
13. In the event a PARTY is found to be comparatively at fault for any claim, action, loss or damage which results from its obligations under this Agreement, such PARTY shall indemnify the other PARTIES to the extent of its comparative fault.

14. This Agreement shall terminate upon completion of PROJECT ROW and Construction obligations of AUTHORITY, the delivery of required PROJECT documents to each Party, and the payment of all funds to AUTHORITY by all PARTIES or on June 28, 2014, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
15. There are no third party beneficiaries, and this agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

City of Loma Linda

By: 
Stan Brauer
Mayor

Date: 05/19/10

APPROVED AS TO FORM AND
PROCEDURE:

By: 

Date: _____

Inland Valley Development Agency

By: _____
Donald L. Rogers
Executive Director

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Timothy J. Sabo
IVDA Legal Counsel

Date: _____

**San Bernardino County
Transportation Authority**

By: _____
Paul M. Eaton
President, Board of Directors

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Jean-Rene Basle
Authority Counsel

Date: _____

City of San Bernardino

By: _____
Patrick J. Morris
Mayor

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____

Date: _____

Table 1 - I-10 Tippecanoe Avenue Interchange Funding Plan

Phase	Total Cost (\$1,000)	Federal Earmarks (\$1,000)	Remaining Balance (\$1,000)	Local Agency Share ¹ (\$1,000)			Authority Share ² (\$1,000)	
				City of Loma Linda	City of San Bernardino	IVDA	Measure I & IIP	TEA-21 ³
ROW	33,700	19,575	14,125	1,630	1,630	1,630	4,325	4,910
Construction	36,808	14,109	22,699	2,618	2,618	2,618	14,846	-
Total	70,508	33,684	36,824	4,248	4,248	4,248	19,171	4,910
¹ Local Share is 34.6% of Remaining Balance; ² Authority Share is 65.4% of Remaining Balance; ³ TEA-21 Funds originally programmed for Preliminary Engineering phase were swapped with Measure I funds from the Right of Way phase.								

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 19

Date: June 2, 2010

Subject: Award of Contract C10209 – Transit and Specialized Transportation Planning Services

Recommendation:* Award Contract C10209 to AMMA Transit Planning for Transit and Specialized Transportation, Planning Services in a not-to-exceed amount of \$300,000 for a three year contract.

Background: On April 7, 2010 the Board authorized the release of Request for Proposal (RFP) C10209 for consulting services for SANBAG Transit and Specialized Transportation Planning Services. This work effort includes a professional consultant team to assist with Transit and Specialized Transit Planning Support Services. The project includes providing support to the Public and Specialized Transit Advisory Coordinating Council, assistance with the annual Transportation Development Act unmet transit needs public hearings, support on Federal Transit Administrative Grant processes and overall technical support to public and specialized transit operators.

Notice of the release of the RFP was sent to nineteen (19) consulting firms in the SANBAG database. The RFP was also posted on the agency website. No questions were received from any prospective bidders.

Proposals were due to SANBAG on April 28, 2010. A total of one (1) proposal was received from AMMA Transit Planning.

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

A review committee was established and included representatives from Victor Valley Transit Authority, Morongo Basin Transit Authority and SANBAG. The committee declined to interview. The review committee deemed the proposal responsive, scored an average of 93.5% out of a possible 100%, determined the consultant qualified, and recommended award of a contract.

Financial Impact: This item is consistent with the proposed 2010/2011 Budget. Funding source is Local Transportation Fund (LTF) Planning; Task Number 31911000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on May 20, 2010. This item has also been reviewed by SANBAG Counsel.

Responsible Staff: Mitch Alderman, Director of Transit & Rail

SANBAG Contract No. C10209

by and between San Bernardino Associated Governments and AMMA Transit Planning
for Transit and Specialized Transportation Planning Services

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>C10209</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>300,000</u>	Previous Amendments	\$ _____
		Previous Amendments	\$ _____
		Contingency / Allowance Total:	
Contingency / Allowance Amount	\$ _____	Current Amendment:	\$ _____
		Current Amendment Contingency / Allowance:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ 300,000

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0319</u>	<u>000</u>	<u>000</u>	<u>52001</u>	<u>69004</u>	<u>LTF Planning</u>	<u>\$ 300,000</u>
						\$
						\$

Original Board Approved Contract Date: 6/2/10 Contract Start: 7/1/10 Contract End: 6/30/13

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

Approved Budget Authority ►	Fiscal Year: <u>09/10</u> \$ <u>0</u>	Future Fiscal Year(s) – Unbudgeted Obligation ►	\$ <u>300,000</u>
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☒ Budget authority for this contract currently exists in Task No. 31911000 (C-Task may be used here.).

☐ A budget amendment is required. A Budget Amendment Request is attached.

CONTRACT MANAGEMENT

Check all applicable boxes:

☐ Intergovernmental
 ☐ Private
 ☐ Federal Funds
 ☒ State/Local Funds
☐ Disadvantaged Business Enterprise (DBE)
 ☐ Underutilized DBE (UDBE)

Task Manager: Mitch Alderman

Contract Manager: Beth Kranda

M.A. Alderman
Task Manager Signature

5/13/10
Date

Beth Kranda
Contract Manager Signature

5/13/10
Date

[Signature]
Chief Financial Officer Signature

5/13/10
Date

Finance will not process any payments without budget authority and properly executed contracts.

C10209-bk

CONTRACT NO. C10209

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

AMMA Transit Planning

THIS CONTRACT is entered into this 2nd day of June, 2010, in the State of California by and between the San Bernardino Associated Governments, hereafter called "AGENCY" and AMMA Transit Planning, hereafter called "CONTRACTOR".

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the AGENCY requires certain professional services relating to public and specialized transportation planning services; and

WHEREAS, CONTRACTOR has the skills, knowledge, and the ability to provide such planning services to AGENCY;

NOW THEREFORE, the parties agree to the following terms and conditions:

1. CONTRACTOR SERVICES

The CONTRACTOR shall be responsible for supporting AGENCY's public and specialized transportation planning efforts. The CONTRACTOR shall also be responsible for the following activities:

- a. Providing support to the Public and Specialized Transit Advisory and Coordinating Council, including preparing and mailing of meeting agenda notices and providing support materials and services.
- b. Conducting, publishing and distributing the annual inventory of public and social service transportation services.
- c. Assist in conducting the annual Transportation Development Act Unmet Transit Needs Public Hearings, including mailing of hearing notices, attending hearings, summarizing testimony received and developing responses to the testimony, notifying those testifying of the responses and when the formal findings will be adopted, and coordinate with AGENCY in preparing the annual submittal of the Unmet Transit Needs Public Hearing process to the State.

- d. Distribute information to eligible agencies for the federal Transit Administration Section 5310 capital grant program, assist potential applicants, convene the Local Review Panel to review and score applications, develop a list of projects recommended for approval and programming by the Board.
- e. Provide technical assistance to public and specialized transit operators with respect to the implementation of the Americans with Disabilities Act to ensure compliance, monitor legal issues and proposed regulatory changes.
- f. Coordinate and represent AGENCY with state and national specialized transit organizations.
- g. Assist in the development of services and/or programs recommended in the Public Transit/Human Services Transportation Coordination Plan, including the review of competitively sought proposals for the recommended services and/or programs. Provide support for identifying strategies for the development of a Consolidated Transportation Services Agency within the San Bernardino Valley and perhaps in the Victor Valley.
- h. Provide technical assistance to public and specialized transit systems as requested by AGENCY.
- i. Other ad hoc assignments and special projects will be reviewed and approved in advance by SANBAG staff

2. **TERM**

This CONTRACT will commence on July 1, 2010 and remain in effect until June 30, 2013 (Fiscal Years 2010/2011, 2011/2012 and 2012/2013). In addition, there will be an option for 2 (two) 1 (one) year renewals with prior mutually agreed upon increases in the schedule of fees. AGENCY or CONTRACTOR may terminate the CONTRACT at any time by serving thirty (30) days written notice to this effect on the other party. Additionally, in the event of misconduct or failure to perform required services, AGENCY may immediately terminate this CONTRACT by written notice to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the CONTRACT and AGENCY shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in his/her sole discretion to give notice of termination on behalf of AGENCY.

3. **COMPENSATION**

As compensation for the above services, AGENCY shall pay CONTRACTOR an amount not to exceed \$300,000 including reimbursable expenses.

- a. CONTRACTOR shall account for time spent and invoice AGENCY on a monthly basis. Monthly invoices shall contain both expenditures incurred during the month as well as year to date total by cost category (salaries, including general administrative overhead and itemized direct charges). Each monthly invoice shall be accompanied by a narrative description of work performed.
- b. CONTRACTOR shall be paid at the hourly rates and general/administrative overhead expenses indicated in Exhibit A and shall not exceed \$300,000 over the life of the contract

4. INSURANCE

CONTRACTOR shall maintain during the term of this CONTRACT the following insurance coverage:

- a. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written occurrence form.
- b. Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount not less than \$1,000,000 per occurrence, combined single limit and in an aggregate written on occurrence form.
- c. CONTRACTOR shall maintain Worker's Compensation Insurance with limits established and required by the State of California.
- d. CONTRACT (not including sub consultants) shall immediately furnish certificates of insurance to AGENCY evidencing the insurance coverage above required, with certificates shall name AGENCY as additionally insured on all policies of liability insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AGENCY, and CONTRACTOR shall maintain such insurance from the time this CONTRACT is executed until completion of such services.

5. INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold harmless the AGENCY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR's acts, errors or omissions and for any cost or expenses incurred by the AGENCY on account of any claim therefore, except where such indemnification is prohibited by law.

6. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR.

AGENCY shall rely on CONTRACTOR for the results only and shall have no right at any time to direct or supervise CONTRACTOR, or CONTRACTOR's employees in the performance of services or as to the manner, means, and methods by which services are performed. All workers furnished by CONTRACT pursuant to this CONTRACT and all representatives of CONTRACTOR shall be and remain employees of the CONTRACTOR or of CONTRACTOR's sub consultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AGENCY.

7. ASSIGNMENT

CONTRACTOR shall not assign this CONTRACT or any rights under this CONTRACT without the written consent of AGENCY.

8. AGENCY AUTHORITY

AGENCY's Executive Director shall have full authority to exercise AGENCY's rights under this CONTRACT. CONTRACTOR's reporting relationship shall be with AGENCY's Director of Transit and Rail Programs, unless otherwise directed by AGENCY's Executive Director.

IN WITNESSTH WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

AMMA Transit Planning

By _____
Paul M. Eaton
President

By _____
Heather Menninger
Principal

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

Exhibit A
Contract C10209
AMMA Transit Planning

Schedule of Fees:

Billable hourly rates below will be billed to SANBAG monthly in arrears, in relation to agreed upon projects. Direct expenses will include local mileage, special project related supplies, printing and mailing at a not to exceed level. Out of town travel, on behalf of SANBAG, will be agreed upon in advance. Where AMMA team members are making formal presentations at out of town conferences on behalf of SANBAG, at least ½ of the conference expense shall be billed.

AMMA Transit Planning

Fully Burdened Hourly Rates (includes benefits and G & A at 110%):

Heather Menninger, Project Director	\$130.00
Dennis Brooks, Program Administrator	\$ 82.58
Valarie Sedig, Analyst	\$ 44.10
Renee Van Staveren, Analyst	\$ 35.95

For these individuals, annual hourly rate increases at regional consumer price index levels are anticipated, unless otherwise negotiated with SANBAG

AMMA hourly billing rates for associates who are not hourly employees are:

Terri Litchfield	\$ 65.00
Ellen Blackman	\$ 75.00
Peggy Berger	\$ 65.00

No fixed fee will be charged against AMMA employees or associates.

On Call Panel – fully burdened billing rates follow and inclusive of 5% AMMA sub consultant overhead fee:

Roy Glauthier, Transportation Planning and Policy	\$110.00
Selena Barlow, Transit Marketing LLC	\$131.25
Dan Boyle, Dan Boyle & Associates	\$147.00
John Johnson, GIS Workshop	\$ 78.75
Roger Teal, Ph.D., TWJ Consulting	\$147.00
Cheryl Donahue, Arellano & Associates	\$151.20
Marie Yanez-Forgash, Arellano & Associates	\$ 90.51
David Sampson, AE Com	\$250.00
Stuart Geltman, AE Com	\$106.43

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 20

Date: June 2, 2010

Subject: Right-of-Way Services Agreement with Omnitrans for the E Street sbX BRT Project

Recommendation: Authorize staff to develop a cost neutral cooperative agreement between SANBAG and Omnitrans to perform the right-of-way acquisition for the E Street sbX bus rapid transit (BRT).

Background: Project development for the E Street sbX has been underway since 2004. Recent milestones accomplished by the project include receipt of environmental clearance and the award of \$75 million in funding from the FTA Small Starts Program. Following the completion of the environmental documents for the project, Omnitrans has been working on the final design and right-of-way acquisition of which includes 138 parcels, mostly small narrow partial strips of property for roadway widening.. With the Project Construction Grant Agreement (PCGA) from the FTA scheduled for approval in September of this year, the project is scheduled to start construction in March 2011.

As Omnitrans began preparing to acquire the right-of-way for the project, the agency expressed some uncertainty as to whether or not its Joint Powers Authority (JPA) by-laws explicitly permits their authority to acquire right-of-way through the use of eminent domain.. Omnitrans has in the past acquired right-of-way on the open market; however, not by eminent domain. Typically, approximately 40% of the parcels on any project will begin the eminent domain process with about 10% of these continuing through the condemnation process.

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

In SANBAG's conversations with Omnitrans, four possible alternatives were identified for the agency to accomplish the right-of-way acquisition for the project, which will include if necessary eminent domain.

1. Revise Omnitrans' JPA bylaws to provide the agency with the explicit authority to acquire right-of-way through the use of eminent domain.
2. Develop a cooperative agreement between Omnitrans and the City of San Bernardino to acquire the right-of-way for the project.
3. Develop a cooperative agreement between Omnitrans and San Bernardino County Real Estate Services for the acquisition of right-of-way.
4. Develop a cooperative agreement between Omnitrans and SANBAG for the acquisition of right-of-way.

In SANBAG's conversations with Omnitrans, there a number of potential obstacles associated with the first three alternatives.

First, Omnitrans could work with each of its member agencies to revise the JPA allowing them eminent domain authority. However, doing so would require the member agencies to approve the revision to the JPA. It is not certain whether all of the member agencies would be willing to approve the revision. More importantly for the project, revising the JPA would take a substantial amount of time and possibly jeopardize the funding and timely delivery of the project.

Second, the City of San Bernardino could perform the right-of-way acquisition. However, the existing development agreement between the City and Omnitrans would need to be amended which will probably take considerable time as well as requiring additional City resources needed to execute not only the amendment but the right-of-way acquisitions. As in the first issue a time delay could occur.

Third, Omnitrans could pursue an agreement with the County of San Bernardino Real Estate Services. This option is a possibility; however, securing a cooperative agreement with the County of San Bernardino to provide these services could take more time than other alternatives. Additionally, it might not be possible for the County Real Estate Services to assign the appropriate amount of resources to the project on the tight timeline needed to better secure the timely availability of the FTA Small Starts funds. In addition, the County did indicate to SANBAG staff that since the County has not worked with Omnitrans, the County would prefer to work through SANBAG with the SANBAG Board taking the necessary actions.

Finally, per concurrence from legal counsel, SANBAG can provide the right-of-way acquisition services to Omnitrans. As the County Transportation Commission (CTC) for San Bernardino County, SANBAG has the authority to

use eminent domain for right-of-way acquisition as well as the responsibility to approve all mass transit projects within the County. By using one of its current consulting firms, SANBAG can provide this service. Staff believes that this is the most prudent course of action for the acquisition of right-of-way needed for the sbX project and would help enable Omnitrans to meet its schedule with FTA. Continuing to meet the schedule for the project will better guarantee the timely availability of the FTA Small Starts funds for the project.

The agreement will be cost neutral to SANBAG with Omnitrans reimbursing all costs including but not limited to staff time, fees from consultants and legal counsel, and other direct costs.

Financial Impact: This item is consistent with the FY 2009/2010 Budget; Task Number 30910000 General Transit.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail & Transit Committee on May 20, 2010.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs